

# SPOT Imaging | Diagnostic Instruments, Inc.

## *Extended Warranty*

### I. Introduction

**Diagnostic Instruments, Inc. (a.k.a.- Spot Imaging)** is the provider of this extended warranty. This Extended Warranty Agreement is a legal document that outlines the terms and conditions of the extended warranty that **Diagnostic Instruments, Inc.** provides to Clients who purchase this contract covering products or services listed below.

By accepting this Extended Warranty Agreement, you agree to the terms and conditions outlined herein, which govern the coverage, duration, limitations, and claim procedures for the extended warranty provided by **Diagnostic Instruments, Inc.**

### II. Coverage Details

- **Contract Number:**
- **Coverage Period**
  - Start Date:
  - End Date:
- **Product(s) Covered:**
  - **System Description:**
  - **System Master ID #(s):**

### IV. Limitation of Liability and Coverage

#### **This warranty does not cover:**

- Routine maintenance, cleaning, or consumable parts such as filters, bulbs, and gaskets.
- Damage resulting from user error, misuse, negligence, or improper operation.
- Repairs or modifications performed by unauthorized personnel.
- Damage due to external factors, including electrical surges, water damage, or environmental conditions outside specified operating parameters.
- Incidental or consequential damages, including loss of use or downtime. any incidental, consequential, or indirect damages arising from the use or inability to use the covered product or service.

Our liability under this extended warranty is limited to the cost of repair or replacement of the covered item.

Your exclusive remedy under this extended warranty is limited to repair or replacement of the covered item as specified in the coverage details.

**This warranty covers the cost of and provides:**

- Trained Diagnostic Instruments, Inc. or Third-Party Partner Technical Service Personnel Providing
  - Virtual issue triage (via phone, remote desktop or email)
  - On client site triage as needed
  - On client site service as needed
- Replacement of
  - parts as determined by triage personnel
  - instrument with equal or greater capability as determined by triage personnel
- Shipping Method
  - Diagnostic Instrument will cover the cost of 2<sup>nd</sup> day shipping
  - The Client at their discretion can request expedited shipping and will be responsible for the difference in cost between the covered shipping modality and the expedited shipping.
- Response Times:
  - Initial return contact by Diagnostic Instruments, Inc. or contract partner:
    - 1-2 business days
  - Services personnel on-site if required:
    - 2-3 business days of virtual triage return call

**V. Claim Process**

Claims must be filed within the coverage period specified in the warranty documentation to be eligible for repair or replacement services under this extended warranty.

In the event of a malfunction or breakdown of a covered item, please contact:

- **Diagnostic Instruments, Inc.**
- **Toll Free: +1-866-604-SPOT-then select option 2 (North America only)**
- **Main Phone: +1-586-731-6000 - then select option 2**
- **Email: [info@spotimaging.com](mailto:info@spotimaging.com)**
- **Please have the following ready:**
  - **Contract Number:**

- **Coverage Period**
  - **Start Date:**
  - **End Date:**
- **Product Covered:**
  - **System Description:**
  - **System Master ID #:**
- **Description of Issue:**
- **Date of issue onset:**
- **Any precipitating events or repeatable causes/steps that lead up to the issue:**

## **VI. Owner's Responsibilities**

- Properly maintain and use the covered product or service according to the manufacturer's instructions.
- Keep all warranty documentation and registration details in a safe place for future reference.
- Notify **Diagnostic Instruments, Inc.** immediately of any malfunctions or issues with the covered item.

## **VII. Transferability**

- This extended warranty is transferable to a new owner if the covered product or service is sold or transferred during the coverage period. The new owner must notify **Diagnostic Instruments, Inc.** of the transfer and provide proof of ownership to continue coverage under this warranty.

## **VIII. Governing Law**

This Extended Warranty Agreement shall be governed by and construed in accordance with the laws of the state of Michigan, without regard to its conflict of law provisions.

Any disputes arising under this Agreement shall be resolved through arbitration in accordance with the rules of the American Arbitration Association.

## **IX. Dispute Resolution**

In the event of any dispute or disagreement regarding the terms of this Extended Warranty Agreement, both parties agree to engage in good faith negotiations to resolve the issue amicably. If a resolution cannot be reached, the matter shall be referred to arbitration.

## **X. Miscellaneous Terms**

- This Extended Warranty Agreement constitutes the entire agreement between the parties regarding the extended warranty provided by **Diagnostic Instruments, Inc.**

Diagnostic Instruments, Inc.